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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Feb 08, 2024

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Case No: 2:23-CR-00018-TOR

Plaintiff,

Pretrial Diversion Agreement

v.

PETER WILLIAM SHERMAN,

Defendant.

Plaintiff, United States of America, by and through Vanessa R. Waldref, United States Attorney for the Eastern District of Washington, and Timothy J. Ohms, Assistant United States Attorney for the Eastern District of Washington, as well as Defendant, Peter William Sherman, and Defendant's counsel, Andrew M. Wagley, agree to the following Pretrial Diversion Agreement (the "Agreement"):

I. Overview

1. On February 22, 2023, Defendant, Peter William Sherman, was charged by Indictment with two counts of False Impersonation of an Employee of the United States, in violation of 18 U.S.C. § 912. ECF No. 1. Defendant appeared for arraignment on March 17, 2023. ECF No. 12. Pursuant to an order entered on December 8, 2023, trial is currently set for March 11, 2024. ECF No. 26.

1 2. Defendant Peter William Sherman, stipulates and agrees that he did in
2 fact violate 18 U.S.C. § 912, as charged in Counts 1 and 2 of the Indictment, and that
3 the United States could prove his guilt beyond a reasonable doubt. Defendant wishes
4 to accept responsibility for this conduct. Accordingly, Defendant stipulates and agrees
5 to the following facts, referred to herein as the “Covered Conduct”:

6 On November 20, 2022, Spokane County Dispatch received a 9-1-1 call from
7 Defendant, Peter William Sherman. Defendant called dispatch to request information
8 about his girlfriend who was booked in the Spokane County Jail. Defendant told the
9 dispatcher that he wanted his girlfriend to be released from jail. When the dispatcher
10 told Defendant that she did not have the authority to release someone from jail,
11 Defendant responded that he could authorize her release based on his status as a U.S.
12 Marshal. Defendant told the dispatcher that his supervisor worked in Seattle,
13 Washington, and that he normally worked in western Washington, Montana,
14 California, and New York. Defendant identified his U.S. Marshal credentials as “U.S.
15 Marshal badge number 3626IC.”

16 On November 24, 2022, Defendant was booked into Spokane County Jail on a
17 warrant out of Bellingham, Washington. Defendant told officers at the jail that he
18 served as a “U.S. Marshal IC” and worked out of the Seattle field office. Defendant
19 later clarified that “IC” stands for “in cover” and referred to an elite U.S. Marshal unit
20 of which he was a member. Defendant claimed that his title was “Supervisory Deputy
21 IC.” Defendant identified his supervisor as Sergeant Herb Crow but could not provide
22 his supervisor’s contact information. When asked how Defendant could be a U.S.
23 Marshal when he had felony warrants, Defendant claimed that his position gave him
24 discretion to break the law.

25 That same day, a bondsman at All City Bail Bonds received a call from
26 Defendant who identified himself as an undercover U.S. Marshal. Defendant stated
27 that he worked in an elite unit for the U.S. Marshal Service and identified his
28 supervisor by name. Defendant provided his credentials as U.S. Marshal badge

1 number 36261C. Defendant said that he would “make things right” with the bondsman
2 if the bondsman would bond him out. Defendant said that he could prove his status
3 through his U.S. Marshal badge, which was in his property at the jail.

4 Defendant later told an officer at the Spokane County Jail that he wanted to
5 make sure that his U.S. Marshal badge was in his property because he needed to use it
6 as collateral with the bond company. Defendant’s badge was seized by the U.S.
7 Marshal Service, who confirmed that it was fake. The U.S. Marshal Service reported
8 that the fake badge looked identical to a real U.S. Marshal badge and displayed a
9 badge number that corresponded to an actual Deputy Marshal serving in another
10 district. In a subsequent interview with U.S. Marshals, Defendant admitted that he was
11 not a U.S. Marshal and that he had purchased the fake U.S. Marshal badge from an
12 online vendor.

13 3. On authority from the Attorney General of the United States, through
14 Vanessa R. Waldref, United States Attorney for the Eastern District of Washington,
15 prosecution in the Eastern District of Washington for the Covered Conduct shall be
16 deferred for 24 months. This 24-month period begins on the date this Agreement is
17 signed by both parties and accepted by the Court.

18 4. The United States and Defendant stipulate and agree that the Court will
19 maintain jurisdiction over this matter and that the Court shall be the final arbiter as to
20 whether a party breached this Agreement.

21 II. Terms

22 Defendant stipulates and agrees to the following terms:

23 5. **Supervision.** Defendant stipulates and agrees to be supervised by the
24 U.S. Probation Office during this 24-month period. Further, Defendant understands
25 and agrees to the following conditions, which, unless otherwise stated, will continue
26 for the 24-month period of the Agreement:

27 a. Defendant shall not violate any federal, state, or local law. This
28 term does not apply to minor civil infractions such as speeding. This term also does

1 not apply to currently pending criminal cases in other jurisdictions involving the
2 Defendant, as documented within Defendant's Pretrial Services Report (ECF No. 7).
3 That is, a conviction or resolution of the currently pending criminal cases in other
4 jurisdictions will not result in a violation of this Agreement.

5 b. If Defendant is arrested or has any official contact with law
6 enforcement in a civil or criminal investigative capacity, he shall notify his
7 supervising pretrial diversion officer, his attorney, and the U.S. Attorney's Office
8 within two business days.

9 c. Defendant shall reside at PureVida Sober Living / Reclaim Project
10 in Spokane for a period of two years from February of 2023 until February of 2025.¹
11 Thereafter, Defendant shall live within the jurisdiction of the Eastern District of
12 Washington. If Defendant seeks to move outside of the Eastern District of
13 Washington, he shall notify and seek the approval of his supervising pretrial diversion
14 officer so that appropriate arrangements in light of the Agreement can be made.

15 d. Defendant shall maintain employment in a lawful occupation.

16 When out of work, Defendant shall notify his supervising pretrial diversion officer. In
17 the event that Defendant becomes self-employed, he shall provide evidence of such
18 self-employment.

19 e. Defendant shall participate in mental health counseling and
20 substance abuse counseling at Clarity Mental Health & Recovery throughout the
21 period of the Pretrial Diversion Agreement.

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¹ The parties understand that Defendant has resided at the PuraVida Sober Living /
Reclaim Project in Spokane since February of 2023 and is a House Manager and AA
group leader at the facility. The parties understand that a person cannot reside at
PureVida / Reclaim for more than two years.

1 f. Defendant shall not possess, control, consume, and/or use any
2 alcohol or illegal control substance and shall participate in urinalysis monitoring to
3 ensure compliance with this condition. Urinalysis monitoring may be conducted by
4 Clarity Mental Health & Recovery or as directed by the Court or U.S. Probation.

5 g. Defendant shall attend at least one AA meeting per week.

6 h. Defendant shall not possess any firearms or ammunition, or any
7 weapon or device defined as a firearm in 26 U.S.C. § 5845.

8 i. Defendant shall forfeit or abandon to the United States his interest
9 in the fake U.S. Marshal badge used in the commission of the offenses charged in this
10 case, an image of which is attached as Attachment A.

11 j. Defendant shall report to his supervising pretrial diversion officer
12 as directed by the Court or U.S. Probation.

13 6. **Tolling.** Defendant stipulates and agrees to toll the running of all
14 applicable statutes of limitations and any time-based defenses for the Covered
15 Conduct. This tolling shall run from the date the Agreement is signed by all parties
16 for a period of 27 months. Defendant stipulates and agrees that the Agreement's
17 tolling provision does not abridge or curtail the applicable statute of limitations in any
18 way, but rather extends the applicable statute of limitations by the period of time that
19 the Agreement is in effect.

20 Defendant further expressly waives all rights to a speedy trial pursuant to the
21 Sixth Amendment of the United States Constitution, 18 U.S.C. § 3161, Federal Rule of
22 Criminal Procedure 48(b), and any applicable Local Rules of the United States
23 District Court for the Eastern District of Washington for a period of 27 months from
24 the date the Agreement is signed by both parties and accepted by the Court.

25 7. **Breach.** If the Court, after a hearing, terminates the Agreement based on
26 a breach by Defendant, the United States may resume its prosecution against
27 Defendant as to the charge(s) under investigation, and any additional charges.
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1 **8. Admissibility of the Agreement in Prosecution.** In the event that the
2 Court terminates the Agreement based on a breach by Defendant, Defendant stipulates
3 and agrees that the Agreement and his admissions contained therein shall be
4 admissible against him at any trial, sentencing, or other related proceeding. Defendant
5 further agrees to waive his constitutional right to a jury trial and consents to a trial by
6 the district court.

7 **9. Waiver of Constitutional Rights.** In the event that the Court terminates
8 the Agreement based on a breach by Defendant, Defendant knowingly and voluntarily
9 waives the following constitutional rights: the right to a jury trial; the right to see,
10 hear and question witnesses; the right to testify; and the right to compel witnesses to
11 testify. Defendant understands and agrees that any defense motions currently pending
12 before the Court are mooted by the Agreement, and Defendant expressly waives
13 Defendant's right to bring any additional pretrial motions.

14 The United States stipulates and agrees to the following:

15 **10. Deferred Prosecution and Dismissal.** The United States stipulates and
16 agrees to defer prosecution of the above-captioned matter for a period of 24 months.
17 When and if Defendant satisfies all the requirements of the Agreement, the United
18 States will not oppose a motion filed by Defendant for a dismissal with prejudice of
19 the Indictment filed on February 22, 2023. ECF No. 1. Except in the event of a
20 violation by Defendant of any material term of this Agreement, the United States will
21 bring no additional charges against Defendant relating to Defendant's conduct as
22 described in the Indictment, the Covered Conduct set forth above, and the United
23 States' Notice of Intent to Introduce Evidence of Other Acts Pursuant to Fed. R. Evid.
24 404(b) (ECF No. 24). This agreement does not provide any protection against
25 prosecution for any crimes except as set forth above. Defendant and the United States
26 understand that the Court must approve deferral under the Speedy Trial Act, in
27 accordance with 18 U.S.C. § 3161(h)(2). Should the Court declined to defer
28 prosecution for any reason: (1) both the United States and Defendant are released

1 from any obligation imposed upon them by this Agreement; (2) this Agreement shall
2 be null and void, except for the tolling provisions set forth herein; and (3) no
3 statement in this Agreement would be admissible by either party in any court
4 proceeding.

III. Approvals and Signatures


5 Agreed and submitted on behalf of the United States Attorney's Office for the
6 Eastern District of Washington.

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8 Vanessa R. Waldref
9 United States Attorney


10  2/7/2024
11 Timothy J. Ohms, Date
12 Assistant U.S. Attorney

13 I have read the Agreement and have carefully reviewed and discussed every
14 part of the agreement with my attorney. I understand and voluntarily enter into this.
15 Furthermore, I have consulted with my attorney about my rights, I understand those
16 rights, and I am satisfied with the representation of my attorney in this case. I
17 understand the terms and conditions of the Agreement and agree to comply with them.

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19  2/7/24
20 Peter William Sherman, Date
21 Defendant

22  2/7/24
23 Andrew M. Wagley, Date
24 Attorney for Defendant

25 Approved without passing judgment on the merits or wisdom of this diversion.

26  February 8, 2024
27 Thomas O. Rice Date
28 United States District Judge